

# Department of Planning and Development – Code Enforcement

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P&D RFP2021-002 On-Call Site Remediation Services  
Request for Proposals Issued: **April 1, 2021**  
Proposals must be received: **5 PM ET on April 30, 2021**

## INTRODUCTION

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The City's Code Enforcement section works to correct code violations including vegetation management, junk and debris removal, and stabilization services such as securing building entry points. In instances where a property owner fails to comply with a notice of violation, the City may opt to abate the violation to achieve compliance.

In these cases, the City of North Augusta regularly requires assistance from contractors to complete the remediation activities as described above.

In order to streamline services and remediation, the City is requesting proposals from qualified Contractor(s) for on-call property clean up services. The initial term of this agreement will be for two years beginning on the effective date listed below.

Firms or teams submitting proposals must comply with all instructions, terms and conditions of this solicitation. Please read this document in its entirety.

## PROJECT AREA

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Any property within the municipal limits of the City of North Augusta.

## GENERAL SCHEDULE

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Proposals due: 5 PM ET on April 30, 2021  
Review of proposals: The week of May 3, 2021  
Contract negotiations: As needed, May, 2021.  
Award: As approved by City Council, May, 2021.  
Project commencement: At award.

## SUBMITTAL REQUIREMENTS

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- All submittals shall provide the following information for consideration and shall be applicable for the entire 2 year contract period.
- The City of North Augusta reserves the right to reject any and all proposals and to waive informalities as may be permitted by law.
- The proposal may be submitted via email, regular mail, or in person as follows:
  - Via email to: [planning@northaugusta.net](mailto:planning@northaugusta.net). Subject: RFP for On-Call Property Clean-up Services (RFP2021-002)
  - In person delivery: Planning and Development Department, RFP for On-Call Property Clean-up Services (RFP2021-002), 2<sup>nd</sup> floor, Municipal Building, 100 Georgia Avenue, North Augusta, SC 29841-3843
  - Via regular mail: Planning and Development Department, RFP for On-Call Property Clean-up Services (RFP2021-002), PO Box 6400, North Augusta, SC 29861-6400

**Required Items:** The submittal must be clearly marked as a response to this advertisement. Each proposal must contain the information listed below:

1. Introductory Letter and Statement of Qualifications:
  - Please include a cover letter or statement summarizing the Contractor's background, resources, and relevant experience as required below:
    - This must include the name, address, phone number, and e-mail address of the business and the primary personnel to be involved in the execution of the scope of services.
    - The Contractor must demonstrate that they have the necessary facilities, equipment, experience and ability to perform the work in a satisfactory manner.
    - The contractor should be able to provide at least 3 references with successful outcomes on similar work within the last 24 months.
    - Bidders must certify their regulatory history, identifying any incidences of noncompliance with international, federal, state or local laws and regulations. Bidder must document any past notices of violation they have received from the EPA or any state or local regulatory body within the last (3) three years and provide a brief description of the date, location, type of violation and outcome of the notice.

2. Rate information for labor, equipment, mobilization and any other expected charges, at a minimum. Additional information and clarification will be accepted as part of the proposal. Rates should be formatted similar to the list below and provided for staff, equipment, mobilization, mileage and any specialized equipment or other charges. Any anticipated charges should be listed.

<u>Item</u>	<u>Rate</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total</u>
General Landscape Labor	\$ 20.00	per hour	3	\$ 60.00
General Construction Labor - Stabilization	\$ 25.00	per hour	2	\$ 50.00
Equipment - Skid Steer	\$ 350.00	per day	1	\$ 350.00
Equipment - Skid Steer with brush attachment	\$ 480.00	per day	1	\$ 480.00
				\$ -
Plywood		Per Sheet		Price + 20%
Supplies				Price + 20%
Dumping Fees				No charge
Mileage	\$ 0.56	per mile		
Mobilization	\$ 200.00	ea	2	\$ 400.00

3. Submittals must contain this statement with a signature of a responsible party:

The undersigned certifies that this proposal to be true and accurate to the best of their knowledge and the submitter is authorized to submit this proposal on behalf of the business named.

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Name	Title	Date
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Optional Items

Items that may be required if specialized work is completed and may be included at the bidder’s discretion:

1. Pertinent State and Federal licenses/permits and EPA identification numbers for each storage facility. Expiration dates must be clearly noted.
2. Transportation, Dismantling, Salvage, Sale, Reuse, Recycling and/or Disposal:  
 If requested, the Contractor must provide written documentation (i.e. recycling/disposal, weight tickets, or other tracking documentation) of the proper disposal, salvage, reuse, recycling for the materials from a job site. If any materials are found to be disposed of improperly, this will be grounds for immediate contract termination.

3. Licenses and Permits:

Contractors must provide documentation that they possess any international, federal, state, county and local licenses and/or permits needed to provide the services requested in this RFP. The Contractor must supply copies of any and all relevant permits, licenses and other regulatory items required under international, federal, state or local statutes, regulations or standards for the cleanup, transportation, dismantling, salvage, reuse, recycling and/or disposal of all materials. If any materials are found to be disposed of improperly, this will be grounds for immediate contract termination.

## EXPECTATIONS AND CITY REQUESTS FOR WORK

1. The Contractor will be notified of a property needing cleanup via email.
2. City staff will schedule an on-site meeting to allow Contractor time to review the job and provide a written cost for the cleanup.
3. Cost estimates must be in writing and include the job site address. Estimates may be hand-written. These estimates may be provided in person or via email within 48 hours of the site visit.
4. The Code Enforcement Officer will provide a Notice to Proceed to the Contractor along with a purchase order for each property cleanup and will include the site address and authorized amount.
5. If the project requires specialized or specific expertise, or requires additional work not contained in the original estimate, the contractor must notify the City immediately.
6. For simple mowing and/or vegetation management work, the contractor must be able to complete requests for remediation within 7 business days of the notice to proceed.
7. The contractor must be able to provide an invoice for payment within 7 business days of project completion.
8. Acceptance of invoices and determination of job completion shall be the sole discretion of the City of North Augusta.
9. When the site is completed in accordance with the purchase order, the Contractor will notify by phone or email the code compliance staff in charge of the job site.
10. The job site will be inspected and photographed for documentation of cleanup completion. Invoices will not be paid until the job site cleanup is verified.
11. In most cases, Code Compliance staff will provide regular site checks to ensure progress and completion.
12. All debris removed from the cleanup site must be disposed of properly including all recyclable materials.
13. The Contractor is responsible for all dumping fees.
14. Junk vehicles will be the responsibility of the City. The contractor must notify the City immediately if vehicles are found.

## CRITERIA FOR AWARDS/EVALUATION

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The selection of the successful consultant will be made based upon the qualifications, experience and ability of the firm as detailed in the proposals submitted. The following criteria will be used in evaluating Consultant's proposals and contract award:

- Experience: Experience and skills in preparation similar work based upon a list of related projects and references
- Overall Proposal: Thoroughness of the proposal, experienced team, and thoughtfulness of submittal
- Availability of Key Personnel: Evidence of appropriate personnel available in the outlined timeframes
- Capacity of the Team: Appropriately planned allocation of personnel and milestones
- Clarity of Role and Level of Involvement of Local Staff: Ability to independently function with minimal staff involvement and illustrated expectations of North Augusta staff.
- Responsiveness: Submittals should respond to all requirements included in the RFP. Proposals will be reviewed by a selection committee. The preferred team(s) may be chosen for interviews on site.
- Contractors may choose not to provide some pricing information, however, that may disqualify them from the process. The City reserves the right to ask for additional information, if needed.

**Any business desiring consideration for this project shall submit a proposal addressing the entirety of this request on or before April 30, 2021, at 5:00 pm in order to be considered.**

All proposals shall be submitted per the instructions above.

## CONFIDENTIALITY

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Responses to the RFP will become public records and, therefore, will be subject to public disclosure. However, South Carolina Statutes provide a method for protecting some documents from public disclosure. **If the submitting firm designates a document as confidential or a trade secret, the City will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.**

## CONDITIONS AND LIMITATIONS

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The City expects to select a contractor from the proposals submitted, but reserves the right to request substitutions. The City also reserves the right to reject any or all responses to the RFP, to advertise for new responses, or to accept any response deemed to be in the best overall interest of the City. A response to this RFP should not be construed as a contract or an indication of a commitment of any kind on the part of the City nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The City will reserve the right to dismiss any part or all of the contracted team when, in the City's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

This is a formal solicitation process, and the City reserves the right to reject any or all proposals in their entirety. No proposal bond shall be required. The City may award the work using the criteria described above, in its sole discretion. The City will pay within thirty days of receipt of a bill by the Contractor based on a verified percentage completion of the contract tasks and any reimbursable expenses. Respondent shall estimate the amount of reimbursable expenses with its proposal. The City will not pre-pay any amount at contract execution. Respondent shall supply their hourly rate schedule as required by the request documents, which must remain unchanged during the contract duration.

## QUESTIONS

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Technical questions regarding this RFP should be directed to Libby Hodges, Director of Planning and Development at [lhodges@northaugusta.net](mailto:lhodges@northaugusta.net).

No interpretation of the meaning of the request will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by e-mail with as requested to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## GENERAL TERMS AND CONDITIONS

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Indemnification: The Contractor shall indemnify, defend, save, and hold harmless the City of North Augusta, South Carolina, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to property

damage, personal injury and death as well as court costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Contractor agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications. Notwithstanding the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the City, or its employees, agents or contractors, the Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

Termination: This Agreement may be terminated by either Party provided thirty (30) days written notice is given to the other before the effective date of termination. Such notice shall contain the reasons for the intention to terminate this Agreement. In the event of such termination, Contractor shall be entitled to receive reasonable compensation for all work performed and items delivered and accepted by the City as of the termination date and the City shall be entitled to a refund of any unearned funds paid in advance to the Contractor. In the event of such termination, both Parties shall continue to be bound by all obligations set forth in this Agreement arising prior to the date of termination, in connection therewith, and/or obligations, promises, and/or covenants of this Agreement set forth below. The obligations as applicable contained in paragraphs 1, 3, and 4 shall survive the termination of this Agreement or the completion of the work plus any applicable warranties.

Termination for Breach; Default and Remedy: A Party will be in breach of this Agreement if that Party defaults in the performance of any of its obligations under this Agreement and such default shall continue for thirty (30) days after receipt by that Party of written notice thereof from the non-breaching Party, except that Contractor shall be in default immediately upon failure to maintain insurance hereunder. In the event of any breach, the non-breaching party shall have the right to terminate this Agreement immediately for an uncured breach upon the conclusion of such thirty (30) day period, except as such timeframe may be extended at the mutual agreement of the Parties.

Exercise by either Party of any of its rights specified above shall not prejudice that Party's right to pursue any other remedy available at law or equity. The failure of either Party to strictly enforce any provision of this Agreement shall not be construed as a waiver. The rights and remedies of the Parties with respect to any of the terms and conditions of the Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies. In the event of termination of this Agreement as a result of a breach by the Contractor, the City shall not be liable for any expenses except as otherwise provided herein and may, at its sole option, award an agreement for the same services to another qualified Contractor with the best proposal, or call for new proposals and award the agreement thereunder and the Contractor shall be liable to the City for its direct and consequential damages as a result of that breach. The prevailing party in any dispute under this Agreement shall be entitled to an award of its reasonable legal fees and costs. In the event of such termination, the obligations as applicable contained in paragraphs 1, 2, and 4 of this Agreement shall survive, plus any applicable warranties.

**Confidentiality:** During the term of this Agreement, and subsequent terms of annual software support, each Party may provide to the other Party certain trade secret, confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to technical information including software and its associated documentation, business and financial information, complainant or patient identifying data. Each Party agrees to protect the Confidential Information of the other Party with at least the same degree of care it uses to protect its own Confidential Information. Confidential Information may only be disclosed to the employees, agents, or contractors of the receiving party as necessary to fulfill the receiving Party's obligations or exercise the receiving Party's rights herein, provided that such employees, agents, or contractors are made aware of the confidentiality obligations of this Agreement and agree to be bound by such obligations. Confidential Information shall not include information that (i) was known by the receiving Party prior receipt from the disclosing party; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party or a third party; (iv) is developed independently by the receiving Party without breach of this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (v) is disclosed pursuant to a requirement of a governmental agency or disclosure of which is required by law, provided that notification of such request is made to the disclosing Party by the receiving Party. In the event of a breach of the confidentiality provision, the non-breaching party shall be entitled to obtain an immediate ex-parte injunction against the breaching party as well as an award of its reasonable legal fees and costs. The breaching party shall also be liable for any direct or consequential damages of the non-breaching party or any third party.

**Entire Agreement:** This Agreement is the entire and exclusive agreement between the City and Contractor regarding the subject matter herein. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the City and Contractor covered by this Agreement.

**Governing Law:** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina without regard to conflicts of law principles. In the event of any dispute or claim arising out of this Agreement, the Parties agree that any legal action shall be litigated in courts having situs within the State of South Carolina.

**Validity:** This Agreement is not valid without the City and Contractor's signatures.

**Delegation of Services:** Notwithstanding and without in any way limiting any terms and conditions set forth in this Agreement, all work and services to be provided by the Contractor hereunder will be provided only by qualified personnel of the Contractor, and by subcontractors of the Contractor approved by the City. All approved subcontractors of the Contractor shall be deemed to have made all of the representations and warranties of the Contractor set forth herein and shall be fully covered under the Contractor's insurance policies.



Conflicts: The Contractor will use all reasonable efforts to ensure that they are under no obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the City. This obligation to notify the City of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

Affirmative Action/Equal Employment: The City of North Augusta is an Affirmative Action/Equal Employment Opportunity Employer. Further, the City of North Augusta and the Contractor warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States and the State of South Carolina.

Equal Employment Opportunity: The City of North Augusta does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.

Contracting: Any contract developed for work shall be construed and enforced in accordance with the laws of the State of South Carolina

Insurance: The Contractor, at its expense, will provide, carry and maintain throughout the term of this Agreement, adequate insurance as requested by the City that will protect the Contractor, the City of North Augusta, its officers, officials, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this Agreement by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the City of North Augusta will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the City included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the City of North Augusta before the term of the contract commences.

The Contractor shall provide the City with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the City is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the City may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of South Carolina.

The City, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of South Carolina. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of South Carolina, or any other State or Federal requirements, evidence of such exemption must be provided to the City and a "Hold-Harmless" agreement provided in language satisfactory to the City holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of South Carolina.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- Each Bodily Injury \$500,000
- Disease - Each Employee - Bodily Injury \$500,000
- Disease - Policy Limit - Bodily Injury \$500,000

#### General Liability Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal & Adv Injury \$1,000,000

- Each Occurrence     \$1,000,000
- Fire Damage (any one fire)   \$1,000,000
- Medical Expense (any one person)   \$10,000

The City requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the City if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the City should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the City with current certificates throughout the contract period keeping the required limits in full force and effect. The City of North Augusta reserves the right to modify or change the requirements at any time if it is in the best interest of the City to do so.

#### Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage and Personal Injury

The City requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The City requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30 day notice.

The City requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the City of North Augusta is necessary and the City retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The City requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the City but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B "Occurrence Policy Guidelines".